

STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

IN THE TIPPECANOE CIRCUIT COURT  
79001 0605 PL-00018  
CAUSE NO.

RECEIVED BY CERTIFIED  
MAIL DATED 5-4-06

STATE OF INDIANA, )

Plaintiff, )

v. )

CORY HOLLINGSWORTH, )  
individually and doing business as )  
CK ENTERPRISES, )

Defendant. )

FILED

MAY 05 2006

*Chick Allie*  
Clerk Tippecanoe Circuit Court

**COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court, pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5.0.5-4(c).

2. The Defendant, Cory Hollingsworth, individually and doing business as CK Enterprises, is an individual engaged in the sale of goods via the Internet from his principal place of business, located in Tippecanoe County, at 508 Vineyards Court, Lafayette, Indiana, 47905.

## **FACTS**

### **A. Allegations Related to Consumer David Edwards' Transaction.**

3. On or about December 30, 2005, the Defendant entered into a contract via the Internet with David Edwards ("Edwards") of Vicksburg, Mississippi, wherein the Defendant represented he would sell a laptop computer to Edwards for One Thousand Eight Hundred and Forty Dollars (\$1,840.00), which Edwards paid.

4. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the computer within a reasonable period of time.

5. As of today, the Defendant has yet to either deliver the computer, or to provide a refund to Edwards.

### **B. Allegations Related to Consumer Jeff Anderson's Transaction.**

6. On or about January 10, 2006, the Defendant entered into a contract via the Internet with Jeff Anderson ("Anderson") of Belgrade, Montana, wherein the Defendant represented he would sell a laptop computer to Anderson for One Thousand Four Hundred and Eighty-Seven Dollars (\$1,487.00), which Anderson paid.

7. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the computer within a reasonable period of time.

8. As of today, the Defendant has yet to either deliver the computer, or to provide a refund to Anderson.

**C. Allegations Related to Consumer Stuart Lancaster's Transaction.**

9. On or about January 19, 2006, the Defendant entered into a contract via the Internet with Stuart Lancaster ("Lancaster") of Kalamazoo, Michigan, wherein the Defendant represented he would sell a laptop computer to Lancaster for One Thousand One Hundred Forty-Six Dollars and Thirty-Nine Cents (\$1,146.39), which Lancaster paid.

10. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the computer within a reasonable period of time.

11. As of today, the Defendant has yet to either deliver the computer, or to provide a refund to Lancaster.

**D. Allegations Related to Consumer Aaron Sayer's Transaction.**

12. On or about January 24, 2006, the Defendant entered into a contract via the Internet with Aaron Sayers ("Sayers") of Scottville, Michigan, wherein the Defendant represented he would sell a laptop computer to Sayers for One Thousand and Fifty-Five Dollars (\$1,055.00), which Sayers paid.

13. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the computer within a reasonable period of time.

14. As of today, the Defendant has yet to either deliver the computer, or to provide a refund to Sayers.

**COUNT I – VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

15. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 14 above.

16. The transactions referred to in paragraphs 3, 6, 9, and 12 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

17. The Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

18. The Defendant's representations to consumers he would sell items to consumers, when the Defendant knew or reasonably should have known the consumers would not receive the items as represented, or any other such benefit, as referenced in paragraphs 3, 6, 9, and 12, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

19. The Defendant's representations to consumers the Defendant would deliver the items, or otherwise complete the subject matter of the consumer transactions within a reasonable period of time, when the Defendant knew or reasonably should have known he would not, as referenced in paragraphs 4, 7, 10, and 13, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

20. The Defendant's representations to the consumers they would be able to purchase the items as advertised by the Defendant, when the Defendant did not intend to sell the items as represented, as referenced in paragraphs 3, 6, 9, and 12, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II – KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

21. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 20 above.

22. The misrepresentations and deceptive acts set forth in paragraphs 3, 4, 6, 7, 9, 10, 12, and 13, were committed by the Defendant with the knowledge and intent to deceive.

### **RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Cory Hollingsworth, individually and doing business as CK Enterprises, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- c. representing expressly or by implication the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant, Cory Hollingsworth, individually and doing business as CK Enterprises, for the following relief:

- a. cancellation of the Defendant's unlawful contracts with all consumers, including but not limited to the persons identified in paragraphs 3, 6, 9, and 12, pursuant to Ind. Code § 24-5-0.5-4(d).
- b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for

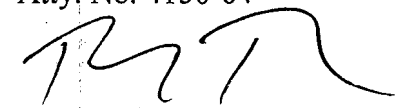
the purchase of items from the Defendant, including but not limited to those persons identified in paragraph 3, 6, 9, and 12, in an amount to be determined at trial;

- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;
- e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and
- f. all other just and proper relief.

Respectfully submitted,

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By:

  
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